



Report to the Auburn City Council

Action Item

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Agenda Item No.

City Manager's Approval

To: Honorable Mayor and City Council Members
From: Robert Richardson, City Manager
Date: January 27, 2014
Subject: Assignment/Assumption of an Auburn Airport Ground Lease (East Area Hangars – Row “Foxtrot”) from two individuals to respective family trusts.

The Issue

Shall the City Council consent to the assignment and assumption of an existing ground hangar lease, previously assigned and originally held by two individuals, Shawn A. Bickford and Donald D. Wolfe, to the each individual’s family trust. The family trust “assignees” shall be Shawn A. and Juliette L. Bickford, Trustees of the Bickford Family Trust and Donald D. Wolfe and Lori A. Wolfe, Trustees of the Wolfe Family 2013 Trust.

Conclusions and Recommendations

By **RESOLUTION**, authorize the City Manager or his designee to approve the assignment and assumption of the subject land lease between the City of Auburn and Shawn A. Bickford and Donald D. Wolfe to their individual family trusts and authorize the execution of all related documents.

Background

On July 25, 2011, the City of Auburn, as Lessor, entered into a lease with Shawn A. Bickford and Donald D. Wolfe, two individuals, for the lease of land commonly known East Area Hangars – Row “Foxtrot”. The lease was amended on August 27, 2012 to adjust the legal description of the lease premises to reflect as-built field conditions.

Analysis

As a means to facilitate the assignment of the lease, Shawn A. Bickford and Donald D. Wolfe have requested the City’s consent to assign the leasehold interest, for the above reference premises, to each individual’s family trust. Staff recommends the City consent to the assignment/assumption and the execution of any related documents, including the recording, by the Placer County Recorder’s Office, of a memorandum of lease for the affected parcel, if necessary.

Alternatives Available to Council; Implications of Alternatives

1. Adopt a resolution authorizing the City Manager or his designee to approve the assignment/assumption of the land lease between the City of Auburn and Shawn A. Bickford and Donald D. Wolfe to their individual family trusts and further authorize the execution of all related documents.
2. Do not adopt a resolution and direct staff accordingly.

Fiscal Impact

None. The current monthly lease amount will be assumed by the assignee to the lease.

Attachments – Assignments of Lease with Consent**Resolution**

ASSIGNMENT OF LEASE WITH CONSENT
(AUBURN MUNICIPAL AIRPORT)
East Area Hangars – Row “Foxtrot”

This Assignment of Lease with Consent (“**Assignment**”) dated as of _____, 2014 (the “**Effective Date**”) is made and entered into for good and valuable consideration by and between Shawn A. Bickford and Donald D. Wolfe (together, “**Assignor**”), on the one hand, and Shawn A. and Juliette L. Bickford, Trustees of the Bickford Family Trust established May 18, 1998, and Donald D. Wolfe and Lori A. Wolfe, Trustees of the Wolfe Family 2013 Trust, established July 15, 2013 (together “**Assignee**”), on the other, with reference to the following facts:

RECITALS

A. City of Auburn, a Municipal Corporation, as Lessor, and Shawn A. Bickford and Donald D. Wolfe, as Lessee, executed that certain Auburn Municipal Airport Ground Lease (East Area Hangars – Row “Foxtrot”) on July 25, 2011, for the lease of certain premises which are a part of Assessor Parcel Number 052-190-045-000 in Auburn, California, which Lease was amended on August 27, 2012 by that certain First Amendment to the Auburn Municipal Airport Ground Lease (as amended, the “**Lease**”).

B. Assignor now desires to assign the Lease to Assignee, and Assignee desires to accept the Assignment thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, Assignee and City agree as follows:

1. Effectiveness. This Assignment shall be effective as of the Effective Date.
2. Assignment, Assumption and Consent - Lease. Assignor hereby assigns and delegates to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s rights and obligations as the “Lessee” under the Lease with respect to the Leased Premises and the improvements constructed thereon. Without limiting the foregoing, Assignee hereby agrees, for the benefit of Assignor and the City, to perform all of the obligations of the “Lessee” under Lease that relate to the Leased Premises and the improvements constructed thereon.
3. Consent of City. The City hereby consents to the Assignment and delegation by Assignor, and the acceptance and assumption by Assignee, of such rights and obligations.
4. Release of Assignor. The City hereby releases and discharges Assignor from any obligations of “Lessee” under the Lease, occurring on and after the Effective Date.
5. Entire Agreement. This Assignment, together with the Lease, is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the

matters contained in this Assignment. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts of law principles.

7. Third Party Beneficiaries. No third party shall have any rights under this Assignment.

8. Subject to Lease. This Assignment is subject to all the terms, conditions and provisions of the Lease.

ASSIGNOR:

Shawn A. Bickford

Donald D. Wolfe

ASSIGNEE:

Shawn A. Bickford, trustee of the Bickford Family Trust, established May 18, 1998

Juliette L. Bickford, trustee of the Bickford Family Trust, established May 18, 1998

Donald D. Wolfe, trustee of the Wolfe Family 2013 Trust, established July 15, 2013

Lori A. Wolfe, trustee of the Wolfe Family 2013 Trust, established July 15, 2013

(signatures continue)

CITY:

**THE CITY OF AUBURN,
a municipal corporation**

By: _____
**Robert Richardson
City Manager**

Attest:

**Amy M. Lind
Deputy City Clerk**

Approved as to form:

**Michael G. Colantuono
City Attorney**

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RESOLUTION NO. 14-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN
APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE SUBJECT LAND
LEASE FOR SHAWN A. BICKFORD AND DONALD D. WOLFE

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn hereby authorizes the City Manager or his designee to approve the assignment and assumption of the subject land lease between the City of Auburn and Shawn A. Bickford and Donald D. Wolfe to their individual family trusts and authorize the execution of all related documents.

DATED: January 27, 2014

Bridget Powers, Mayor

ATTEST:

Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 27th day of January, 2014 by the following vote on roll call:

Ayes:
Noes:
Absent:

Stephanie L. Snyder, City Clerk